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**Waterproofingwale Warranty**

Karma Yoga Vedanta Pvt Ltd (referred to as "Company") offers Ten  **(10) years Warranty** from date of Execution of Job on its product Waterproofingwale EPDM waterproofing system  **(**(referred to as "Waterproofingwale ).

1. **Extent of Warranty**
2. **For all kind of waterproofing jobs undertaken by Waterproofingwale.com including basements, Podiums, Bathrooms, Toilet , swimming pools, Lift Pits, Water tanks , terrace , terrace gardens.**
3. The Warranty shall apply only if:
4. Subject to satisfactory pre-inspection by the representative authorized by the company of EPDM to be applied , and
5. The words **"Waterproofing Failure"** shall mean any of the following:-
6. Membrane integrity, or failure of application at the substrate.

**PLEASE NOTE THAT THIS WARRANTY IS SUBJECT TO THE CONDITIONS MENTIONED HEREIN.**

**2. To Register Warranty**

1. The Warranty is subject to a satisfactory pre-inspection by the representative authorised by the company of the surface to be coated,
2. For pre-inspection of these sites call our Helpline and provide customer name, contact details and approximate surface area to be done.
3. The Company's representative will pre-inspect the surface to be done and handover Waterproofingwale work checklist provided the inspection is satisfactory. Incase the pre-inspection is found to be unsatisfactory, corrective measures will be suggested and additional pre-inspection will be carried out till site conditions are satisfactory to proceed with waterproofingwale application.
4. Customer must ensure the contractor carries out application as per product data sheet and waterproofingwale Application Checklist.
5. Post the completion of the job , the customer has to submit following to the Company:-

To be filled by the Customer

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractors Name** | **Address** | **Tel No / Mob No.** | **Whether application checklist signed by Contractor & customer (yes/No)** |
|  |  |  |  |

1. Final warranty certificate will be issued after satisfactory validation of completed site by Company Representative.
2. Should you ever experience a problem or have any questions regarding the Warranty, call on our help line, Company representative would contact you within 3 working days.

**3. Commencement and Duration**

1. This Warranty shall commence from the date of execution. In order to make this warranty valid, as per terms outlined, it is essential to have satisfactory pre-inspection and the registration of the details as stated above, should be completed within ten working days of the completion of the job.
2. The Company at its sole discretion may appoint a person to inspect and validate the application of the waterproofingwale system as per the directions specified.

**5. Liability**

1. Subject to clause (b) below, the Company's liability will be limited to replacement of material and rectify the problem as may be necessary to repair the affected areas subject to the proof that there is a failure of product or application and product is not abused by the client .
2. The Company’s liability will reduce over the warranty period according to the following scale:

|  |  |
| --- | --- |
| 1) | In the first 24 months after Commencement Date ……………. 100% of replacement cost |
| 2) | From month 24 to month 48 after Commencement Date………95% of replacement cost |
| 3) | From month 48 to month 96 after Commencement Date………90% of replacement cost |
| 4) | From month 96 to month 110 after Commencement Date………85% of replacement cost |
| 5) | From month 110 to month 240 after Commencement Date………80% of replacement cost |

1. The Company will not be liable for any other cost or indirect or consequential loss or damages to the customer or to any other person. The customer's exclusive and sole remedy under this Warranty shall be as mentioned herein in this clause.

**6. Exclusions**

***a) The Warranty will be void in the following events:***

1. ***Rough or misuse of terrace by way of dragging sharp object, using Terrace for any form of cooking, movement of machinery and equipments, used for playing.***
2. ***Any surface damage to plaster cracks, etc.***

**b)** The Warranty will cover only and limited to:

1. damage due to misuse of Terrace , dragging of sharp object, movement of machinery , equipment, any external damage.
2. Natural calamities such as earthquakes, cyclones
3. Failure or defects in the structure or previous coating
4. Vandalism
5. Acts of God
6. Abuse or negligence by the Customer
7. Normal wear and tear
8. Any act or omission on the part of the customer / Client by any means.

**7. Claims and Repairs**

1. Any claim made in terms of this Warranty shall be made within 30 days of the consumer discovering any defect, damage or failure which gives rise to a claim.
2. The Company, in its sole discretion shall be entitled to
3. control/monitor re-coating which is to be carried out in accordance with all its specifications and instructions; and
4. Appoint a contractor and / or approve the contractor appointed by the Customer.

**8. Miscellaneous:**

1. If any dispute arises between the Company and the Customer, in respect of the above Warranty, neither shall commence any court or arbitration proceedings relating to the dispute, unless they have first complied through mediation.
2. In case of any disputes, the same is subject to exclusive Jurisdiction of the courts of Mumbai.
3. The facts and all matters concerning any dispute will be kept confidential by both the Customer and the company at all times.

***10 Year Membrane Warranty***

**Warranty Serial No**.: SAMPLE

**WATERPROOFING WARRANTY FOR COMMERCIAL BUILDING**

Building Owner: SAMPLE

Building Name: SAMPLE

Building Address: SAMPLE

Applicator: SAMPLE

Telephone: SAMPLE

Building/Area Name: SAMPLE

Used As: SAMPLE Area Warranted: SAMPLE sq. ft.

Waterproofingwale , warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations, including the limitations set forth in section 10 below, stated herein,

**TERMS, CONDITIONS, LIMITATIONS**

1. Owner shall notify on the first business day immediately following the discovery of each leak in the waterproofing membrane and confirm in writing within one week.
2. If on our inspection, determines that the leak is caused by a defect in the Waterproofing Membrane except as provided in the following paragraph three (3), Owner's remedies and liability shall be limited to providing replacement material for the defective Waterproofing Membrane.
3. This warranty does not apply and may be null and void if any of the following occur:
	1. The Waterproofing Membrane is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, wind, hurricane, tornado, or flood, as defined by The National Weather Service, or other acts of God, or:
	2. The Waterproofing Membrane is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or:
	3. A deficient pre‐existing condition or equipment is causing water entry, or:
	4. Metal work or other accessories or equipment is used in the Waterproofing and causes leaks, or:
	5. There are any alterations or repairs made on or through the completed Waterproofing Membrane, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed structure without first obtaining written authorization , or:
	6. Failure by the Owner or his lessee to use reasonable care in maintaining the waterproofing system as described in the Owner’s Guide provided with this warranty, including that of sealants and caulking, or:
	7. Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of decking, wall siding, windows, doors or other envelope components or from damage by wind blown objects, or:
	8. Condensation accumulates in the waterproofing assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or:
	9. The Waterproofing Membrane is damaged by contaminates and/or spills, or:
	10. The Owner fails to comply with every term and condition stated herein.
4. During the period of this warranty, waterproofingwale , its agents and employees, shall have free access to the building during regular business hours.
5. Should the Waterproofing Membrane be concealed, the cost of exposure of the Waterproofing Membrane for purposes of repair, such as removal and replacement of any concrete, paving, backfill or overburden, shall be the Owner's responsibility.
6. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND Waterproofingwale SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE STRUCTURE ON WHICH THE COMPONENTS OF THE WATERPROOFING SYSTEM ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE STRUCTURE OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

This Warranty Is Effective From: SAMPLE through: SAMPLE

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